

Amendment No. 2
To Berkeley Deep Drive Participation Agreement

This Second Amendment (“Second Amendment”) is made by and between the Regents of the University of California, on behalf of its Berkeley campus (“University”) and Futurewei Technologies (“Futurewei”) to modify the Berkeley Deep Drive Participation Agreement (“Agreement”) made and entered into by and between Industry Member and University governing conditions for Industry Member’s membership in University’s Berkeley Deep Drive Industry Center (“BDD”). This Second Amendment is effective as of the date of the last signature below.

Whereas, the Amendment No. 1 to the Agreement (“First Amendment”), effective October 25, 2017 established Futurewei as Collaboration Member;

Whereas, Futurewei wishes to act as a Collaboration Member for purposes of an additional, separate project under the BDD referred to as the Second Amendment Collaboration Project;

Now therefore, in consideration of the above recitals and the mutual promises set forth herein, the University and Futurewei agree as follows:

1. **Exhibit A.** The Agreement is hereby amended by adding the attached Exhibit A-2.
2. The following is appended to paragraph 3.1 of the Agreement as follows

As a Collaboration Member, Futurewei will fund the project entitled “Traffic Control Project as described in Exhibit A-2 for the period of November 1, 2018 through July 31, 2019 (“Second Amendment Collaboration Project Period”).

3. Futurewei will provide to University an additional, one-time Project Fee of \$100,000; University will send Futurewei an invoice for the entire Project Fee within 10 working days of execution of this Agreement.
4. The research results for such Second Amendment Collaboration Project shall be managed according to the terms of the Agreement.
5. If Futurewei should terminate its BDD Membership prior to end of Second Amendment Collaboration Project Period, no refund shall be made by University for unused Project Fees.
6. All remaining terms and conditions of the Agreement shall remain the same.

In Witness Whereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

<p>For Futurewei:</p> <p>By: <u>Yingming Zhu</u></p> <p>Name: <u>YINGMING ZHU</u></p> <p>Title: <u>President</u></p> <p>Date: <u>11/12/2018</u></p>	<p>For The Regents of the University of California ("University"):</p> <p>By: <u>Lynne Hollyer</u></p> <p>Name: <u>Lynne Hollyer</u></p> <p>Title: <u>Associate Director, IAO</u></p> <p>Date: <u>November 2, 2018</u></p>
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Exhibit A-2

Project Funded by Futurewei

This project is to develop a simulation-based traffic control system that utilizes advanced AI methodologies to optimize traffic flow in user-defined roadway networks. The system is expected to include the following functions:

- Detection and monitoring of traffic conditions
- Vehicle-to-roadside, vehicle-to-vehicle, and vehicle-to-network communication
- Traffic signal control
- Routing and navigation
- Cloud-based platform